

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

HUAWEI TECHNOLOGIES CO., LTD.,
a Chinese corporation, and
FUTUREWEI TECHNOLOGIES, INC., a
Texas corporation,
Plaintiffs,
v.
YIREN RONNIE HUANG, an individual, and
CNEX LABS, INC., a Delaware Corporation,
Defendants.

No. 4:17-cv-893
Judge Mazzant

ORDER

Pending before the Court is Plaintiffs' Motion *in Limine* (Dkt. #297). After reviewing the relevant pleadings, and hearing the argument of the Parties regarding Defendants' Motion in Limine, the Court finds as follows:

1. ***Plaintiffs' Motion in Limine No. 1: Any opinion testimony by any witness who has not been designated as an expert or opinion witness, including Yiren Ronnie Huang.***

_____ Granted X Denied _____ Agreed

2. ***Plaintiffs' Motion in Limine No. 2: References to the Chinese government, the Chinese Communist Party, criminal charges or allegations against Plaintiffs, or references that are otherwise designed to portray Plaintiffs as a national security threat through political or other governmental reports, other lawsuits, or media stories.***

 X Granted _____ Denied _____ Agreed

3. ***Plaintiffs' Motion in Limine No. 3: Portions of rebuttal expert reports that claim that chips are developed in 6 months.***

 X Granted _____ Denied _____ Agreed

4. ***Plaintiffs' Motion in Limine No. 4: Reference to intellectual property not disclosed in Huang's Employment Agreement or disclosed to Plaintiffs.***

_____ Granted X Denied _____ Agreed

5. ***Plaintiffs' Motion in Limine No. 5: Alleged trade secrets that CNEX and Huang took no steps to protect.***

_____ Granted X Denied _____ Agreed

6. ***Plaintiffs' Motion in Limine No. 6: Expert testimony or argument on topics for which Defendants failed to provide an expert report or analysis.***

_____ Granted X Denied _____ Agreed

7. ***Plaintiffs' Motion in Limine No. 7: Claims and damages relating to lost sales of CNEX chips.***

_____ Granted X Denied _____ Agreed

8. ***Plaintiffs' Motion in Limine No. 8: All evidence regarding Defendants' allegation that Huawei would have purchased chips from CNEX.***

_____ Granted X Denied _____ Agreed

9. ***Plaintiffs' Motion in Limine No. 9: Any claims by Defendants of misappropriation of trade secrets based on acts prior to Huang's departure from Futurewei.***

_____ Granted X Denied _____ Agreed

10. ***Plaintiffs' Motion in Limine No. 10: Any suggestions that Huang's agreement with Futurewei is ambiguous.***

 X Granted _____ Denied _____ Agreed

11. ***Plaintiffs' Motion in Limine No. 11: The filing of any motion in limine and attendant circumstances.***

_____ Granted _____ Denied X Agreed and mutual

12. ***Plaintiffs' Motion in Limine No. 12: Any suggestion that Plaintiffs have engaged in discovery abuse, litigation misconduct, or other extraneous bad acts.***

_____ Granted _____ Denied X Agreed and mutual

13. *Plaintiffs' Motion in Limine No. 13: Any suggestion that testimony in English is superior to testimony in another language.*

_____ Granted _____ Denied X Agreed and mutual

14. *Plaintiffs' Motion in Limine No. 14: Evidence at trial from a party that is contrary to 30(b)(6) testimony given by that same party in this matter.*

_____ Granted X Denied _____ Agreed

15. *Plaintiffs' Motion in Limine No. 15: Plaintiffs' size, wealth, total profits, or total revenues.*

 X Granted _____ Denied _____ Agreed

16. *Plaintiffs' Motion in Limine No. 16: Lay testimony or documentary evidence on matters stricken from Defendants' expert reports.*

Court takes this request under advisement.

17. *Plaintiffs' Motion in Limine No. 17: Disparagement or unnecessary commentary regarding the nationality or place of residence of a party or witness.*

 X Granted and mutual _____ Denied _____ Agreed

18. *Plaintiffs' Motion in Limine No. 18: Any reference or suggestion that complying with the laws or customs of a particular nation in which a party is doing business is improper or justifies conduct on the part of another party that would itself be wrongful.*

 X Granted as to laws X Denied as to customs _____ Agreed

19. *Plaintiffs' Motion in Limine No. 19: Any settlement agreements, offers, negotiations, or the lack thereof.*

 X Granted _____ Denied _____ Agreed

20. *Plaintiffs' Motion in Limine No. 20: Lawsuits against others or lack of lawsuits against others.*

 X Granted but doesn't prevent testimony regarding experts that have testified in other matters

21. *Plaintiffs' Motion in Limine No. 21: The legal or financial consequences of a finding against Defendants or any awarded remedy, including consequences for CNEX, its employees, and/or its customers*

 X Granted and mutual _____ Denied _____ Agreed

22. *Plaintiffs' Motion in Limine No. 22: Unpleaded claims or defenses.*

_____ Granted _____ Denied X Agreed and mutual

23. *Plaintiffs' Motion in Limine No. 23: Claims that have been dismissed.*

_____ Granted _____ Denied X Agreed and mutual

IT IS SO ORDERED.

SIGNED this 3rd day of May, 2019.

A handwritten signature in black ink, reading "Amos Mazzant", written over a horizontal line.

AMOS L. MAZZANT
UNITED STATES DISTRICT JUDGE